

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF NORTH CAROLINA  
SOUTHERN DIVISION  
CASE NO. 7:23-cv-287-FL

MATTHEW FEEHAN,

Plaintiff,

v.

GRAND CANYON UNIVERSITY, RMS,  
INC.,

Defendants.

AFFIDAVIT OF JENNIFER LECH

JENNIFER LECH, first being duly sworn, avers and says:

1. I am JENNIFER LECH, I am over 21 years of age, and I am under no legal disability.
2. I am now, and was at all times relevant to the matters addressed herein, employed by Grand Canyon University. I am currently Grand Canyon University's Vice Provost, and as such I am duly authorized to make this affidavit on behalf of Grand Canyon University.
3. I make this affidavit based on my own personal knowledge and upon the business records of Grand Canyon University, of which I am a custodian, such records being made and kept in the ordinary course of Grand Canyon University's business and made at or near the time of the transactions, occurrences, or events that all such documents describe.
4. On April 25, 2022, Matthew Feehan submitted a signed Application and Enrollment Agreement for the Bridge (Doctor of Business Administration: Data

Analytics Quantitative Research) program offered by Grand Canyon University. A copy of the Application and Enrollment Agreement that Mr. Feehan signed and submitted is attached hereto as **Exhibit A**.

5. The applicable tuition refund policy of Grand Canyon University is set out on page 8 of the Application and Enrollment Agreement. That policy specifies that if Mr. Feehan dropped or withdrew from a course during or after Week 2 of that course, he would be entitled to no refund of the course tuition. (See **Exhibit A** at p. 8).

6. On May 5, 2022, Mr. Feehan provided Grand Canyon University with a Certificate of Eligibility from the United States Department of Veterans Affairs (the "VA"). A copy of the Certificate of Eligibility that Mr. Feehan provided is attached hereto as **Exhibit B**.

7. The Certificate of Eligibility that Mr. Feehan received from the VA and then provided to Grand Canyon University contained the following bold language on page 3, informing Mr. Feehan that the VA would collect any overpayment resulting from a change in his enrollment directly from Grand Canyon University, which would then hold the resulting debt:

**If you have a change of enrollment which resulted in an overpayment of tuition and fees or Yellow Ribbon, you may see that debt indicated as a tuition and fee or Yellow Ribbon debt amount to be collected. However, VA will not collect the tuition and fee or Yellow Ribbon debt from you. Rather, VA will collect this amount from your school. (Authority 38 U.S.C. 3685(b)) In turn, your school may require you to pay them any outstanding balance for tuition and fees or Yellow Ribbon. VA will not manage your tuition and fee or Yellow Ribbon debts anymore - schools will hold these debts. You will have to go through your school if you owe money for dropping a class or withdrawing from school. The school may be reaching out to you for the debt. It is important that you contact the school and work through any issues.**

**For additional information regarding debts, please visit  
[http://www.benefits.va.gov/gibill/resources/education\\_resources/debt\\_info.asp](http://www.benefits.va.gov/gibill/resources/education_resources/debt_info.asp)**

8. On May 6, 2022, Mr. Feehan signed Grand Canyon University's Doctoral Online Military Tuition Scholarship Memorandum of Understanding, reflecting the scholarship tuition rate of \$617.50 USD per credit hour for his degree program. A copy of the Memorandum of Understanding that Mr. Feehan signed is attached hereto as **Exhibit C**.

9. Also on May 6, 2022, Mr. Feehan signed Grand Canyon University's Veterans Integrity and Responsibility Statement. By signing this document, Mr. Feehan acknowledged his understanding that "*Grand Canyon reports class registration, attendance and final grades to the Federal VA for eligibility of payment. All payment questions should be directed to the Federal VA office at 888-442-4551.*" A copy of the Veterans Integrity and Responsibility Statement signed by Mr. Feehan is attached hereto as **Exhibit D**.

10. Grand Canyon University enrollment records reflect that Mr. Feehan was enrolled in MKT-607, a 4-credit online course with term dates of May 26, 2022 through July 20, 2022. A screenshot of Grand Canyon University's record of Mr. Feehan's course enrollment is attached hereto as **Exhibit E**.

11. On May 18, 2022, Mr. Feehan signed the Grand Canyon University Registration Acknowledgement and Approval of Benefits, acknowledging his approval of Grand Canyon University's certification of VA benefits for his enrollment in MKT-607 under Section 1018 of Public Law 116-315. A copy of the Registration Acknowledgement and Approval of Benefits signed by Mr. Feehan is attached hereto as **Exhibit F**.



12. By signing the Registration Acknowledgement and Approval of Benefits, Mr. Feehan acknowledged that he understood the following statement contained therein:

- If I withdraw from a course or receive a non-passing grade, I will be responsible to pay any outstanding balance due to GCU if there is a return of funds over-award payment required.

(**Exhibit F**). On his Registration Acknowledgement and Approval of Benefits form, Mr. Feehan elected to use Federal Student Loans and Military/VA Benefits as methods of payment for his enrollment in MKT-607.

13. Grand Canyon University course attendance records reflect that Mr. Feehan posted positive attendance in MKT-607 on May 26, May 27, May 28, and May 30 during the first week of the course. Those same records reflect that Mr. Feehan posted positive attendance in MKT-607 on June 4 and June 6 during the second week of the course. Screenshots of Grand Canyon University's record of Mr. Feehan's course attendance in MKT-607 are attached hereto as **Exhibit G**.

14. Following Mr. Feehan's posting of positive attendance during the first week of his MKT-607 course, Grand Canyon University's school certifying official entered certification for this course into VA-Once, the electronic system then in use by the VA for electronic benefit certification, on June 2, 2022. Tuition and fees in the amount of \$2,270 USD were registered for benefits, reflecting the balance stated on the Grand Canyon University ledger on this date. A copy of the VA enrollment certification entered for Mr. Feehan on June 2, 2022 is attached hereto as **Exhibit H**.

15. On June 13, 2022, Mr. Feehan submitted Grand Canyon University's Withdrawal Request Form, and withdrew from Grand Canyon University effective that

same date. A copy of the Withdrawal Request Form submitted by Mr. Feehan is attached hereto as **Exhibit I**.

16. In submitting his Withdrawal Request Form, Mr. Feehan acknowledged and confirmed the following statement by entering his initials:

I have consulted with my Student Services Counselor regarding the financial implications including any indebtedness that will result because of my decision to withdraw. I understand that I am responsible for payment of any balance on my student account.

**Initials:** MF

(**Exhibit I**).

17. On June 22, 2022, Grand Canyon University's school certifying official recognized an adjustment on the ledger reflecting tuition and fees in the amount of \$2,938 USD in tuition and fees for the MKT-607 course in which Mr. Feehan had been enrolled. Based on this adjustment, the certifying officer filed an amendment to the previous VA enrollment certification entered into VA-Once. A copy of the amended VA enrollment certification entered for Mr. Feehan on June 22, 2022 is attached hereto as **Exhibit J**.

18. The amended VA enrollment certification included the following remark:  
05/26/2022-07/20/2022: Termination To Follow To Report Withdrawal  
(**Exhibit J**). This remark is used to prevent the VA from issuing an additional payment that would need to be returned because of a student's withdrawal.

19. Also on June 22, 2022, Grand Canyon University's school certifying official reported Mr. Feehan's course withdrawal to the VA by filing a Notice of Change in Student Status in VA-Once. A copy of the notice entered in VA-Once on June 22,

2022 is attached as **Exhibit K**. This notice contained the following reference to Mr.

Feehan's withdrawn status:

\*\*\* Withdrawal after drop period - non-punitive grades assigned \*\*\* Effective 06/06/2022 \*\*\*

(**Exhibit K**). The withdrawal effective date of June 6, 2022 reflects the last date Mr.

Feehan attended the MKT-607 course in which he was enrolled.

20. On June 29, 2022 the Muskogee Regional Office of the VA issued an Overpayment Letter, requesting that the VA's payment in the amount of \$2,270 USD for Mr. Feehan's MKT-607 course be returned by Grand Canyon University based on Mr. Feehan's withdrawal from the course. A copy of the VA's June 29, 2022 Overpayment Letter is attached as **Exhibit L**.

21. The VA's Overpayment Letter contains the following specific reference to Public Law 116-315:

On January 5, 2021, the President signed the *Johnny Isakson and David P. Roe, M.D. Veterans Health Care and Benefits Improvement Act of 2020, Public Law 116-315*. The new law requires schools and training providers to be financially responsible, instead of the student, for benefits paid directly to an educational institution. This applies to tuition and fee payments and Yellow Ribbon program payments under the Post-9/11 GI Bill (38 USC 3685(b)).

(**Exhibit L**).

22. The VA's Overpayment Letter also contains the following statement regarding potential student liability for overpayments:

**Student Information:** You have had a change of enrollment which resulted in an overpayment of tuition and fees. You may have also been notified of or may soon receive another notification from VA indicating the tuition and fee debt amount to be collected. However, VA will not collect the tuition and fee debt from you. Rather, VA will collect this amount from your school. In turn, your school may require you to pay them any outstanding balance for tuition and fees. VA will not manage your tuition and fee debts anymore - schools will hold these debts. You will have to go through your school if you owe money for dropping a class or withdrawing from school. The school may be reaching out to you for the debt. It is important that you contact the school and work through any issues.



(**Exhibit L**). The VA's Overpayment Letter reflects that the VA sent Mr. Feehan a carbon copy of this notice.

23. On July 8, 2022, the VA's Debt Management Center issued a debt collection letter to Grand Canyon University for the \$2,270 USD overpayment made on behalf of Mr. Feehan. A copy of this July 8, 2022 letter is attached as **Exhibit M**.

24. On August 7, 2022, the VA's Debt Management Center issued a second debt collection letter to Grand Canyon University for the \$2,270 USD overpayment made on behalf of Mr. Feehan. A copy of this August 7, 2022 letter is attached as **Exhibit N**.

25. On September 7, 2022, the VA's Debt Management Center issued a third debt collection letter to Grand Canyon University for the \$2,270 USD overpayment made on behalf of Mr. Feehan. A copy of this September 7, 2022 letter is attached as **Exhibit O**.

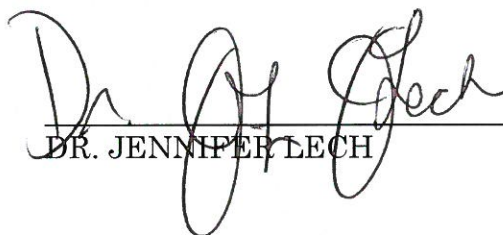
26. On September 19, 2022, Grand Canyon University issued a payment to the VA in the amount of \$2,270 USD.

27. On September 22, 2022, the VA's Debt Management Center issued a letter to Grand Canyon University evidencing that Grand Canyon University had paid in full the \$2,270 USD overpayment at issue. A copy of the September 22, 2022 Paid in Full Letter issued by the VA is attached as **Exhibit P**.

28. Following Grand Canyon University's return of the \$2,270 USD overpayment to the VA, Grand Canyon University's Student Services team initiated collection of Mr. Feehan's outstanding balance—a balance that resulted from the return of the VA payment made on Mr. Feehan's behalf following his withdrawal from Grand

Canyon University. Having withdrawn from his MKT-607 course following his attendance of sessions held during Week 2 of that course, Mr. Feehan was entitled to no refund of the course tuition. (See **Exhibit A** at p. 8).

FURTHER THE AFFIANT SAYETH NOT, this the 6<sup>th</sup> day of December, 2023.

  
DR. JENNIFER LECH

SWORN TO and subscribed before me  
this 6th day of December, 2023.

Kathleen Ann Hall  
Kathleen Ann Hall, Notary Public  
My Commission Expires: 01/04/2024

